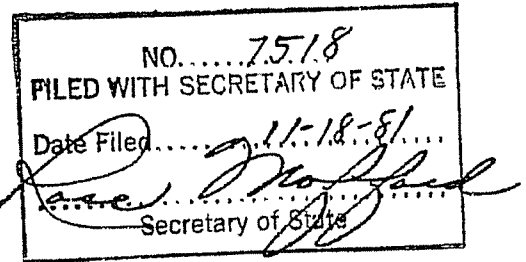


MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF WILLCOX



THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF WILLCOX, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or

PREAUDITED IN ACCORDANCE  
 WITH A.D.O.T. PROCEDURES  
 NOV 1 1981  
 BY: *[Signature]*  
 EXTERNAL AUDIT SECTION

highway lighting at the following location:

B 10 and S.R. 186 (Maley Street)

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1982, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

7. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing.

11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this STATE to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Chief Deputy State Engineer

ATTEST:

CITY OF WILLCOX

by: \_\_\_\_\_

Title: \_\_\_\_\_

Betty E Stoddard  
City Clerk

EXHIBIT "C"  
LETTER ADDENDUM

In accordance with paragraph 7 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF WILLCOX consummated on November 18, 1981 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

by:

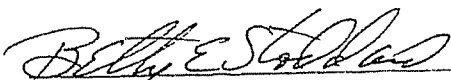
  
Chief Deputy State Engineer

CITY OF WILLCOX

By:

Title:

ATTEST:

  
City Clerk

Date Signed: October 4, 1981

MINUTE RECORD OF THE REGULAR MEETING OF THE MAYOR AND COMMON COUNCIL OF THE  
CITY OF WILLCOX

MEETING HELD ON THE 22nd DAY OF September 19 81

CALL TO ORDER

Mayor Leighton--7:30 p.m.

ROLL CALL

Present

Mayor Charles Leighton  
Vice-Mayor Richard Seidel  
Councilman Keith Johnson  
Councilman Betty Fewell  
Councilman Ray Messenger  
Councilman Manny Gonzales

Staff Present

City Manager Ted Wolverton  
Records Control Officer Dori Thomas  
City Attorney Jim Holland

Absent

Councilman Robert Taylor

PLEDGE OF ALLEGIANCE

Mayor Leighton

APPROVAL OF MINUTES

- a. Regular Meeting of September 8, 1981  
Councilman Fewell moved to approve the minutes. Seconded by Councilman Johnson. Carried.

PUBLIC HEARINGS, PETITIONS AND COMMUNICATIONS

- a. F.O.P. Requests Use of Twin Lakes Archery Range for Turkey Shoot  
Postponed to later in the meeting.

OLD BUSINESS

City Manager Ted Wolverton reported that the J. Wise Corporation is installing the sewer pipe in Morgan Tract. He also reported that 104 garbage containers had been distributed and are in use. All containers should be distributed within the next 15 days.

NEW BUSINESS

- a. Authorization to Enter into an Intergovernmental Agreement with ADOT on Traffic Signal  
Vice-Mayor Seidel moved to enter into the Agreement with ADOT. Seconded by Councilman Gonzales. Carried.
- b. Authorization to Call for Bids on Liquor License  
Councilman Messenger stated his reasons for opposing the selling of the Series #6 Liquor License. City Manager Ted Wolverton stated that the City does hold a Series #7 and 17G, which covers everything the Series #6 does except for the selling of packaged liquor. Discussion was held. Vice-Mayor Seidel moved to accept bids on the Series #6 Liquor License before 5:00 p.m. on October 13, 1981, with a minimum acceptable bid of \$20,000. Seconded

MINUTE RECORD OF THE REGULAR MEETING OF THE MAYOR AND COMMON COUNCIL OF THE

CITY OF WILLCOX

MEETING HELD ON THE 22nd

DAY OF September

19 81

NEW BUSINESS (cont)

by Councilman Johnson. Vice-Mayor Seidel amended his motion to call for bids on the Series #6 Liquor License before 5:00 p.m. on October 27, 1981. Councilman Fewell moved to amend the motion to set a minimum acceptable bid of \$25,000. Seconded by Councilman Messenger. Motion carried with one nay. Mayor Leighton called for a vote on the motion and amendments to call for bids on the Series #6 Liquor License before 5:00 p.m. on October 27, 1981, with a minimum acceptable bid of \$25,000. Motion carried.

c. Information on Change of Telephone System

Mayor Leighton requested this item be removed from the agenda until more information was obtained. No objection from Council.

d. Authorization to Call for Bids on 3 Parcels of Industrial Park

Vice-Mayor Seidel commended Farmers Home Administration on their assistance on the purchase of this property. Vice-Mayor Seidel moved to approve the necessary documents to call for bids on the three separate parcels of the Industrial Park. Seconded by Councilman Gonzales. Carried.

Discussion was held on placing a proposition on the ballot at the next election, to give Council authority to the transfer and selling of City property for the development of the City.

e. Resolution Declaring the City as Recreation Area during Rex Allen Days  
Councilman Fewell moved to approve Resolution #518 declaring the City as a recreation area during Rex Allen Days, October 9, 10 and 11, 1981.  
Seconded by Councilman Johnson. Carried.

f. Other  
None.

F.O.P Turkey Shoot

Councilman Messenger moved to give the City Manager authority to approve the F.O.P. Turkey Shoot at the Twin Lakes archery range, providing there is no conflict with the archery club. Seconded by Councilman Fewell. Carried.

AUDIENCE PARTICIPATION

Mr. Carlton Gordon of Willcox, informed the Council that a train had blocked the intersection for over an hour. Mr. Wolverton stated that State legislation requires no intersection be tied up for more that 20 minutes, and a complaint will be filed with the Arizona Corporation Commission.

REPORTS

a. City Manager

Mr. Wolverton presented a letter from the Willcox Chamber of Commerce expressing their personal pride in the community leaders for their approval of placing an ad in Todays Business magazine on the Industrial Park.

Mr. Wolverton presented a letter from Tommy Thompson inviting the Council to the Cochise County Fair's kick off.

Mr. Wolverton read the memo from City Clerk Betty Stoddard regarding the sales tax ordinance and voters registration.

He informed the Council, that Chief Morales is back from FBI Academy and will be present at the October 13 Council meeting.

MINUTE RECORD OF THE REGULAR MEETING OF THE MAYOR AND COMMON COUNCIL OF THE  
CITY OF WILLCOX

MEETING HELD ON THE 22nd

DAY OF September

19 81

REPORTS (cont)

b. City Attorney  
None.

c. Council

Councilman Fewell asked if cycle billing was in effect.

Councilman Johnson suggested that the new garbage containers should have reflective tape or paint.

Vice-Mayor Seidel stated that there are many tumbleweeds blowing around town. Mr. Wolverson replied that when all the garbage containers were distributed, they will clean up the city before Rex Allen Days.

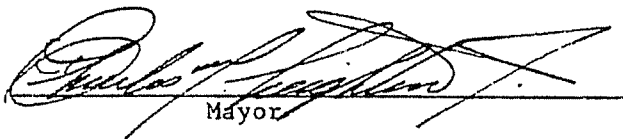
Mayor Leighton remarked that Jonnie Belle Bethel is checking security at Keiller Park and the cemetery. Mr. Wolverson stated that when a preventative maintenance person is hire, that person will perform those duties.

Mayor Leighton reported on his attendance at the Resolution Committee of the Arizona League of Cities and Towns.

Vice-Mayor Seidel requested that a resolution authorizing the raise of pay of the next City Council be placed on the October 13, 1981 agenda.

ADJOURN

Being no further business to be brought before the Council, the meeting adjourned at 8:34 p.m.

  
Mayor

ATTEST:

  
City Clerk



OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

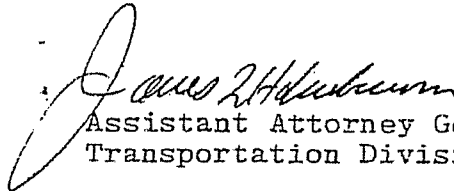
DETERMINATION

A. G. Contract No. 81-634, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 9th day of November, 1981.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division